

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Quinn Gillespie & Associates, LLC	2. Registration No.  5753	CRM/ISS/REGISTRATION UNIT 2010 JAN 29 PM 3:10
3. Name of Foreign Principal  Japan External Trade Organization (JETRO)		

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the above-mentioned agreement is set forth in the attached Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached Agreement, which extends an existing representation, the registrant will, on behalf of the Japan External Trade Organization (JETRO), provide regular reports on the state of deliberations within the U.S. Congress and Administration regarding energy and environment policy; arrange meetings for JETRO officials with policymakers, their staffs and other opinion leaders in the energy and environmental community; and advise JETRO on communications strategies.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal, as described in the attached Agreement, may include communications with Executive Branch officials, Members of Congress and congressional staff, advocacy organizations and opinion leaders on energy and environment issues.

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Date of Exhibit B	Name and Title	Signature
1/29/2010	Jack Quinn, Chairman	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## AGREEMENT

This Agreement ("Agreement"), made and entered into this seventh day of December, 2009, by and between the New York office of Japan External Trade Organization at 1221 Avenue of the Americas, New York, NY 10020-1079 ("JETRO" or "JETRO New York") and Quinn Gillespie & Associates a Washington DC corporation, with its principal offices at 1133 Connecticut Avenue NW, Washington, DC 20001 ("Contractor").

### 1. Services

1.1 During the Term (as defined in section 3 below) of this Agreement, Contractor shall provide to JETRO consulting service on "Trends in climate change legislation and energy bills in the U.S. Congress and administration" ("Services") in accordance with the terms and conditions set forth in this Agreement:

1.2 More detailed description of the Services is attached hereto as **Exhibit 1**.

### 2. Compensation

2.1 In compensation for the Services to be provided by Contractor to JETRO, JETRO shall pay a total of \$20,000 (Twenty Thousand U.S. Dollars) ("Compensation") to Contractor in accordance with the following payment schedule:

2.1.1 \$10,000, *i.e.*, 50% of Compensation, upon receipt of an invoice to be issued by Contractor immediately following execution of this Agreement; and

2.1.2 \$10,000 *i.e.*, 50% of Compensation, upon receipt of an invoice to be issued by Contractor immediately following completion of the service.

2.2 Compensation shall include any and all fees, charges, costs and expenses, including any applicable tax, and there shall be no additional payment obligation of JETRO to Contractor under this Agreement.

### 3. Term

3.1 The term of this Agreement ("Term") shall be from December 7, 2009, and expiring on March 9, 2010.

3.2 Notwithstanding the foregoing, however, JETRO may terminate this Agreement for any reason during the Term by providing at least 30 days prior written notice to the Contractor, except that JETRO may terminate this Agreement immediately in the event the Contractor collects and uses unauthorized material described in Section 6 below.

### 4. Rights

4.1 Any reports, memoranda, brochures, photographs, slides, pamphlets, recordings, audio-visual works, computer programs, and any other material of any kind and nature specifically created or developed by Contractor under this Agreement ("Work") shall be the sole property of JETRO, and JETRO will exclusively retain all right, title and interest in and to such Work.

4.2 To the extent that Work is entitled to protection under the copyright laws of the United States and anywhere in the world, JETRO and Contractor agree to the following provisions:

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4.2.1 Work has been specifically ordered and commissioned by JETRO as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a "work made for hire" as defined under the United States Copyright Act.

4.2.2 Work shall be deemed a commissioned work and a work made for hire to the greatest possible extent permitted by law.

4.2.3 JETRO shall be the sole author of the Work and any work embodying the work accordingly to the United States Copyright Act.

4.2.4 To the extent that Work is deemed for any reason not to be a work made for hire, Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights, to JETRO.

4.2.5 The Contractor agrees to waive all moral rights relating to the Work developed or created, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

## **5. Representations and Warranties**

Contractor represents and warrants that the Work the Contractor creates or prepares pursuant to this Agreement will be original or otherwise will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or otherwise encumbered.

## **6. Prohibition of Use of Unauthorized Information or Material**

6.1 In providing the Services or otherwise performing the duties under this Agreement, the Contractor shall rely exclusively on publicly available or otherwise properly authorized information or sources.

6.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by the Contractor in performing its duties under this Agreement.

6.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any further compensation or liability to Contractor, if JETRO determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of third party, by the Contractor in providing the Services under this Agreement.

## **7. Indemnification**

7.1 JETRO shall indemnify, and hold harmless, Contractor, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to Contractor by reason of any actual or alleged breach by JETRO or arising out of the release of materials previously reviewed and approved by JETRO.

7.2 The Contractor shall indemnify, and hold harmless, JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses

(including, but not limited to, reasonable attorneys' fees) incurred or caused to JETRO by reason of any breach by Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

## **8. Confidentiality**

8.1 All written and oral communications between JETRO and the Contractor shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO.

8.2 Contractor shall not disclose or use, either during or after the Term, and proprietary or confidential information of JETRO without JETRO's prior written permission except to the extent necessary to perform the Services on JETRO's behalf.

8.3 Proprietary or confidential information shall include, without limitation, the written, printed, graphic or electronically recorded materials of any contents furnished by JETRO for Contractor to use.

8.4 Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction or which is rightfully obtained by Contractor from sources other than JETRO.

8.5 This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

## **9. Public Disclosure of the Agreement**

The existence and content of this Agreement shall not be treated confidential. JETRO may disclose for public inspection any and all part of this Agreement.

## **10. Compliance with Applicable Law**

In providing the Services under this Agreement, Contractor shall strictly adhere to any and all applicable federal and state statutes and regulations including, if applicable, the Foreign Agents Registration Act of 1938, as amended.

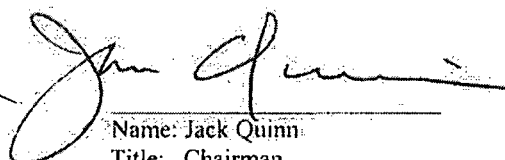
## **11. Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

For JETRO New York:

For Contractor:

  
Name: Junichiro Kuroda  
Title: Director

  
Name: Jack Quinn  
Title: Chairman

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## **STATEMENT OF WORK**

TITLE: Consulting service on the " Trends in climate change legislation and energy bills in the U.S. Congress and administration."  
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### **Objectives**

There is great interest in global warming and energy security in Congress, as well as in the executive branch. In June of last year, the leading global warming bill (Lieberman-Warner bill) was scrapped on the Senate floor, symbolizing the difficulty that global warming issues face in the U.S. Congress. The approach by the individual lawmakers' to the energy bills and global warming bills depends more on factors such as their respective district's industrial structure rather than their party's stance, thus defying simple color-coding. Particularly, due to the drastic downturn of the U.S. economy since the subprime loan crisis last year, there have been increasing concerns about the effects on the U.S. economy of the laws to prevent global warming.

The Waxman-Markey bill, submitted on March 31, 2009, constitutes the gist of the Obama administration's global warming policy, with a goal of reducing approximately 85% of greenhouse gases in the U.S. by 20% from the 2005 level by 2020, and by 83%, by 2050. The bill also includes regulatory measures to promote a federal cap-and-trade system, energy conservation, and the use of renewable energy. The bill narrowly passed the House 219-212. Whether and/or when this bill will pass the Senate will greatly affect the stance of the United States heading into COP15, and continued data collection is needed on this matter.

From these perspectives, the research aims to study and analyze the trends in the U.S. Congress's and administration's direction of the debate on the international framework.

The United States has great influence on the international discussion on global warming, both politically and as a large consumer of energy. Therefore, it is very important that Japan will keep up with the US policy and approach. Given above, the contractor shall provide the following analysis.

### **Scope of Work**

1. Analyze the possible approach that might be suitable for Japan to meet the same energy and environment challenges facing the United States.
2. Analyze the suitable way to communicate effectively with the Washington policy world so that the relationship between JETRO and policy players is as productive as possible.

**Final Deliverable: Reports**

**Deliverable Schedule: Monthly**

**Destination of Deliverable: JETRO New York**